

**AFFIDAVIT BY ADAM PETER MCQUILKIN OF FEMCARE LIMITED**

I, Adam Peter McQuilkin, Group Business Development Director of Femcare Group, do hereby make oath and say:

1.

I acquired personal knowledge of the facts stated herein in my capacity as Marketing Director of Femcare Limited between the dates of 1 April 2003 (the date Charles Bright commenced employment with Femcare Limited) and 15 October 2004 (the filing date of PCT/GB2004/004360). During this period, I attended regular management meetings of Femcare Limited at which Charles Bright presented progress reports.

2.

Charles Edward Bright is the inventor of an invention entitled "Applicator" for which a PCT international application PCT/GB2004/004360 was filed on 15 October 2004 in the name of Femcare Limited. PCT/GB2004/004360 claims priority from GB 0324106.4 filed 15 October 2003 and GB 0415796.2 filed 15 July 2004.

3.

Charles Edward Bright was employed by Femcare Limited from 1 April 2003 until after 15 October 2004 (the filing date of PCT/GB2004/004360).

4.

In terms of UK Law, in particular Section 39(1) of the UK Patents Act, an invention made by an employee in the course of the normal duties of the employee belongs to the employer.

5.

I personally worked with Charles Edward Bright at Femcare Limited. According to the terms of Charles Edward Bright's contract of employment with Femcare Limited, he was employed as Futures Manager in the Research and Development (R&D) Department and he reported directly to the Managing Director of Femcare Limited. His functions and job duties included, but were not limited to, managing the R&D projects and staff of Femcare Limited, identification of new product opportunities, and new product development.

6.

During his term of employment with Femcare Limited, and in the course of his normal daily duties for Femcare Limited, Charles Edward Bright worked in a

research and development capacity to develop the disposable Single Use Filshie Clip Applicator (Sterishot®) which is the subject of the invention in PCT/GB2004/004360 entitled "Applicator". The Single Use Filshie Clip Applicator project was based on considerable research and development previously carried out by Femcare Limited in the form of the Femcare Twinclip project. One of the main differences between the Single Use Filshie Clip Applicator and the Twinclip Applicator is, as the name suggests, that the Single Use Filshie Clip Applicator is discarded after a single use. Charles Edward Bright had access to all of the work that Femcare Limited had previously carried out on the Twinclip Applicator, and the two designs have a number of similarities in their features.

One of the introductory steps when carrying out a Filshie Clip procedure is to hold the applicator in what is known as the "half closed position", which allows it to be passed down the cannula and into the patient. This step has been in place for 25 years with the Classic Filshie Clip Applicator system although there is no marking on the Classic Applicator. The invention which is the subject of PCT/GB2004/004360 is to have a visual indication on the Applicator of the half closed position. The progress of this project was discussed at regular R&D group meetings and management meetings within Femcare Limited.

Accordingly, Charles Edward Bright invented the "Applicator" covered by PCT/GB2004/004360 in the course of his normal duties at Femcare Limited.

7.

I confirm that in terms of UK Law, the "Applicator" invention covered by PCT/GB2004/004360 belongs to Femcare Limited.

Dated 29 - May - 2007

By



Adam Peter McQuilkin  
Group Business Development Director  
Femcare Group  
Stuart Court  
Spursholt Place  
Salisbury Road  
Romsey  
Hampshire SO51 6DJ  
UK



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**Legal Memorandum  
signed by Colin Baker  
Eric Potter Clarkson LLP**

ATTORNEY DOCKET NO. 02838

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Charles Edward BRIGHT  
Serial No: 10/575,557  
Filed: April 12, 2006  
For: APPLICATOR  
Examiner: Unknown  
Art Unit: Unknown

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**LEGAL MEMORANDUM**

I, Colin Baker, of Eric Potter Clarkson LLP and on behalf of the Applicant in the above-identified application hereby attests that a court of competent jurisdiction would by the weight of authority in this jurisdiction award title of the invention to the 37 CFR 1.47(b) Applicant. I am familiar with the contract of employment of Charles E. Bright and other documents relating to Charles Bright's duties and responsibilities.

Under UK law where an invention can be expected as part of the normal duties of an employee or where the employee is in a position of sufficient responsibility that they have a special obligation to further the interest of the employer's undertaking, ownership of any invention made during the course of employment lies with the employer. Outlined below is the wording of the relevant section of UK Patents Act, section 39(1) for information:

(1) *Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if:*

*a. It was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances*

- in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or*
- b. *The invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.*

Even though the subject employment contract does not specifically require assignment of inventions, from the aforementioned UK Patents Act it is clear that in accordance with the normal duties of the employee there was a reasonable expectation that any invention developed in the course of the duties of the employee belongs to the employer. In this regard, as further support for the Applicant's position I submit an affidavit of an employee of Femcare Limited that indicates that the inventor developed the invention during the course of his normal duties for the Applicant.

Moreover, in support of my position herein I now refer to the following cases which have been decided in connection with Section 39(1) of the UK Patents Act.

**Harris' Patent**, Reiss Engineering Company Ltd v. George James Harris, [1985] RPC 19.

This case confirmed the following points of law:

1. The circumstances in which the invention which is the subject of the application was made are the circumstances to be considered in the context of Section 39(1)(a), rather than those in which any invention whatsoever might have been made;
2. An employee's normal duties were the actual duties which he was employed to do. His duty of fidelity to his employer was to carry out faithfully his normal duties to the best of his ability and as such, the duty of fidelity does not assist in formulating what those duties were;
3. The extent and nature of an employee's obligation to further the interests of the employer's undertaking under Section 39(1)(b) depends upon the employee's status and the attendant duties and responsibilities of that status.

As such, this case essentially confirms that under UK law the terms of Section 39(1) should be given their normal meaning.

Section 39(1)(a) refers specifically to whether the creation of the invention in suit falls within the normal duties of the employee, and not whether any inventive activity at all might be reasonably expected to result from the carrying out of the employee's normal duties. As Mr. Bright was employed to work upon the project which forms the basis of U.S. Patent Application No. 10/575,557, this criterion is satisfied.

Further, there seems to be little dispute that Mr. Bright was employed to develop this product, and hence to invent and so the requirements of sub-section (b) above also are fulfilled.

With regard to the existence of a "special obligation," for management at the level of Mr. Bright, the presence or absence of the obligation becomes a grey area of the law, and is typically determined on a case by case basis. However, in view of the nature of Mr. Bright's employment and the fact that this clearly falls within the ambit of Section 39(1)(a), whether or not he was in a position of sufficient importance within Femcare Limited at the time of making the invention is not critical.

**Liffe v. Pinkava, Liffe Administration and Management v. Pavel Pinkava de Novo Markets Ltd, [2006] EWHC 595.**

This case is important in that it sets out a four point test for determining whether an invention made by an employee belongs to his employer:

1. What were the normal duties of the employee?
2. What duties outside the normal duties were specifically assigned to the employee?
3. Was the invention in issue made in the course of those duties?
4. If so, were the circumstances in either case such that an invention might reasonably be expected to have resulted from the employee carrying out those duties?

**Applicant: Charles Edward BRIGHT**

**Serial No: 10/575,557**

This test has been confirmed by Paul Auckland v. Enderby Construction Ltd. BL 0/343/06.

With regard to the situation concerning Mr. Bright, we have evidence that he was employed to develop products, especially the disposable Applicator product which is the subject of US 10/575,557. As such, whether any duties outside of his normal duties were assigned to him (question 2), is of lesser relevance in this instance. In order to illustrate ownership by the employer, a positive answer is required to questions 3 and 4. In this case such an answer can be given as Mr. Bright was employed in a senior Research & Development role, and so his normal duties included product development. In view of this, an invention is reasonably expected to have resulted from the employee carrying out those duties.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: 3 August 2007

By:



Colin Baker  
Chartered UK Patent Attorney  
European Patent Attorney  
Eric Potter Clarkson LLP  
Park View House  
58 The Ropewalk  
Nottingham NG1 5DD  
UNITED KINGDOM

**Contracts of Employment**  
**Charles Bright**

## **FEMCARE LIMITED**

### **CONTRACT OF EMPLOYMENT STATEMENT; WRITTEN PARTICULARS OF MAIN TERMS OF EMPLOYMENT**

#### **MANAGERIAL - 1**

This statement dated 01<sup>st</sup> December 2004 sets out the particulars of main terms and conditions of employment which form part of the Contract of Employment on which **FEMCARE LIMITED, UNIT 2A MILLENNIUM WAY EAST, PHOENIX CENTRE, NOTTINGHAM. NG8 6AR.** employs **Charles Bright**

There are no collective agreements affecting your terms and conditions of employment.

Any changes or amendments to your terms and conditions will normally be confirmed in writing within one month of them occurring.

**Commencement Date:** Your employment began on 1<sup>st</sup> April, 2003 and employment with your previous employer does not count as part of your continuous period of employment.

**Job Title:** You are employed as: **Manager-Technology & Business Development.**

**Place of Work:** Your normal place of work is at the above address.

**Working Abroad:** You may be required to work outside the United Kingdom from time to time, on occasions for more than one continuous month.

Whilst you are working overseas your salary will be paid in sterling as detailed below. Any expenses incurred should be reclaimed in the normal way and will be paid in sterling.

**Pay:** Your salary will be paid at the rate of £43470 per annum, at monthly intervals by bank transfer on the 25th day of each month. *44774-10*

**Hours of Work:**

Your normal hours of work are: 37 hours per week under a Flexitime system. Full details will be provided on commencement.

In addition to these hours, you are required to work those hours necessary to fulfil the requirements of your position to the satisfaction of the Company. You will not be entitled to payment for any overtime hours worked.

If there is a shortage of work you may be placed on short time or suspended from work without pay. This will be done in accordance with the provisions of current employment legislation.

**Holiday Entitlement:**

Your annual holiday entitlement is 25 days. You will be entitled to the following additional entitlement in the next full holiday year after the completion of service as follows:

Service	Entitlement
5 years	1 day
8 years	2 days
11 years	3 days
13 years	4 days
15 years	5 days

Part time employees will receive entitlement pro-rata to the above.

In addition to this you will receive 8 statutory/public holidays. These are detailed on the Holiday Entitlement and Conditions pages in the Personnel section of Femcare's intranet and in the Employee Information Binder.

The holiday year runs from 1st April to 31st March.

If you join the Company during the holiday year you will be entitled to 2 days' holiday for each complete calendar month of service achieved prior to the holiday year end. At the start of the next holiday year, you will have the full entitlement which will accrue at the rate of 2 days holiday for each complete calendar month of service achieved.

In the event of termination, payment will be made for all unused accrued holiday entitlement, i.e. 2 days for each complete calendar month of service from the commencement of the holiday year to the date of termination, less any holiday entitlement already taken during this period. In the event of a greater amount of holiday having already been taken than is arrived at by this calculation, the balance will be deducted from any outstanding wages or salaries.

The following conditions apply to the taking of holidays. Further conditions relating to your annual holiday entitlement are contained in the Personnel pages of Femcare's intranet and Employee Information Binder.

Payment for statutory/public holidays will not be made unless both the working day preceding and following the holiday have been worked, except where those days have been authorised in accordance with the Absence Notification Procedure.

Unused accrued holiday entitlement cannot be carried forward into the next holiday year.

Unused accrued holiday pay will not be paid at the end of employment, where termination of employment is due to gross misconduct or where the full contractual notice is not served.

The business will shut down at the close of business on the last working day before Christmas Day and re-open on the first working day after New Years Day. You must therefore reserve the necessary amount of your annual holiday entitlement to be taken at this time.

**Sick/Maternity Pay:**

Payment for periods of absence due to authorised sickness will be made in accordance with the current Statutory Sick Pay Scheme. Any payment in excess of the statutory minima in force will be made purely at the discretion of the Company.

Payment for periods of absence for employees who qualify under Statutory Maternity Legislation will be made in accordance with the current requirements. Any payments in excess of the statutory minima in force will be made purely at the discretion of the Company.

<b>Retirement Plan:</b>	The Company also operates a voluntary contributory Retirement Plan which is open for all employees with 1 full year's service. The minimum employee contribution is 2.1/2% of basic annual salary. The Companys percentage contribution will match the employees contribution up to 5% of basic salary eg the employee pays 3% Femcare pays 3%. Please contact Human Resources prior to your first Anniversary to discuss your membership of the scheme.
<b>Health Insurance Scheme:</b>	The Company operates a Health Insurance Scheme which is available to all full time employees with over 1 year's continuous service. Premiums are paid by the Company for the employee only. This will be disclosed by the Company where it is obliged to do so for Benefits Assessment with the Inland Revenue.
<b>Notice:</b>	After 3 months' service you are required to give the Company 1 month's notice to terminate your employment.
	You are entitled to receive the following periods of notice from the Company:
	Over 1 month but under 5 years' service - 1 month Over 5 years' service - 1 week for each complete year of service to a maximum of 12 weeks after 12 years.
	At the absolute discretion of the Company, payment in lieu of working notice may be made.
	By mutual agreement these notice periods may be waived.
<b>Disciplinary Procedure:</b>	The Company's Rules and Disciplinary Procedures are shown in the Personnel pages of Femcare's intranet and in the Employee Information Binder. It is your responsibility to familiarise yourself with this procedure.
<b>Appeals Procedure:</b>	If you are dissatisfied with any disciplinary decision taken against you you should raise this with a Company Director in accordance with the Appeals Procedure shown in the Personnel pages of Femcare's intranet and in the Employee Information Binder.

**Grievance Procedure:**

If you wish to raise any grievance relating to your employment you should do so with a Company Director in accordance with the Grievance Procedure shown in the Personnel section of Femcare's intranet and in the Employee Information Binder.

I acknowledge receipt of this statement and confirm that I have read the statement together with the content of the Personnel section of Femcare's intranet and Employee Information Binder. I confirm that I understand and agree to the terms and conditions of employment contained within the statement, the Personnel section of Femcare's intranet and Employee Information Binder and accept that these form part of my contract with the Company.

I understand that the Employee Information Binder is kept in the General Document Cabinet in the Main Office.

Signed by the employee .....



Date .....

7/2/05

# **FEMCARE LIMITED**

## **CONTRACT OF EMPLOYMENT STATEMENT; WRITTEN PARTICULARS OF MAIN TERMS OF EMPLOYMENT**

### **MANAGERIAL - 1**

This statement dated 22<sup>nd</sup> September, 2003 sets out the particulars of main terms and conditions of employment which form part of the Contract of Employment on which **FEMCARE LIMITED, ST PETER'S STREET, NOTTINGHAM, NG7 3EN** employs Charles Bright

There are no collective agreements affecting your terms and conditions of employment.

Any changes or amendments to your terms and conditions will normally be confirmed in writing within one month of them occurring.

**Commencement Date:** Your employment began on 1<sup>st</sup> April, 2003 and employment with your previous employer does not count as part of your continuous period of employment.

**Job Title:** You are employed as: **Futures Manager**

**Place of Work:** Your normal place of work is at the above address.

**Working Abroad:** You may be required to work outside the United Kingdom from time to time, on occasions for more than one continuous month.

Whilst you are working overseas your salary will be paid in sterling as detailed below. Any expenses incurred should be reclaimed in the normal way and will be paid in sterling.

**Pay:** Your salary will be paid at the rate of £40,000. per annum, at monthly intervals by bank transfer on the 25th day of each month.

**Hours of Work:**

Your normal hours of work are: 37 hours per week under a Flexitime system. Full details will be provided on commencement.

In addition to these hours, you are required to work those hours necessary to fulfil the requirements of your position to the satisfaction of the Company. You will not be entitled to payment for any overtime hours worked.

If there is a shortage of work you may be placed on short time or suspended from work without pay. This will be done in accordance with the provisions of current employment legislation.

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<b>Retirement Plan:</b>	The Company also operates a voluntary contributory Retirement Plan which is open for all employees with 1 full year's service. The minimum employee contribution is 2.1/2% of basic annual salary. The Companys percentage contribution will match the employees contribution up to 5% of basic salary eg the employee pays 3%. Femcare pays 3%. Please contact Human Resources prior to your first Anniversary to discuss your membership of the scheme.
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<b>Notice:</b>	After 3 months' service you are required to give the Company 1 month's notice to terminate your employment.
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**Grievance Procedure:**

If you wish to raise any grievance relating to your employment you should do so with a Company Director in accordance with the Grievance Procedure shown in the Personnel section of Femcare's intranet and in the Employee Information Binder.

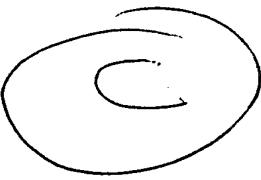
I acknowledge receipt of this statement and confirm that I have read the statement together with the content of the Personnel section of Femcare's intranet and Employee Information Binder. I confirm that I understand and agree to the terms and conditions of employment contained within the statement, the Personnel section of Femcare's intranet and Employee Information Binder and accept that these form part of my contract with the Company.

I understand that the Employee Information Binder is kept in the General Document Cabinet in the Main Office.

Signed by the employee .....

Date .....

**Performance Review Personal Preparation Form**  
**Charles Bright**



FEMCARE LIMITED

**Management Review Form**

**STRICTLY  
CONFIDENTIAL**

NAME CHARLES BRIGHT	JOB TITLE FUTURES MANAGER	DEPARTMENT QA
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DATE OF REVIEW JUNE 2003	LENGTH OF TIME IN POST APRIL 2003	TIME SINCE LAST REVIEW
-----------------------------	--------------------------------------	---------------------------

<b>Attendance Record</b>		
Days Sick	0	
Unauthorised Absence	0	
No. Training Events	0	

**Grade**

A Excellent

B Good

C satisfactory

D Needs further development

E Too early to accurately rate

**Job Description:**

Is there a written job description:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
If so, has this been agreed with the job holder:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Were specific performance objectives agreed for this job	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

## Performance Factors

This section enables you to evaluate and measure the performance factors. For each performance factor use the grade scale space which illustrates the effectiveness of the performance

PERFORMANCE FACTOR					
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Man Management Leadership	A	B	C	D	E
Comments					

People Orientation	A	B	C	D	E
Comments					

Flexibility	A	B	C	D	E
Comments					

Personal Motivation, Drive & Development	A	B	C	D	E
Comments					

## Performance Factors

This section enables you to evaluate and measure the performance factors. For each performance factor use the grade scale space which illustrates the effectiveness of the performance

PERFORMANCE FACTOR					
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Technical Knowledge	A	B	C	D	E
Comments					

Quality Orientation	A	B	C	D	E
Comments					

Planning & Organisation	A	B	C	D	E
Comments					

Written / Oral Communication	A	B	C	D	E
Comments					

**Performance Achieved**  
**See objectives in previous review**

No	Objective Achieved		Managers Comments	Staff Comments
	Yes	No		

**Job Objectives for this Period**

No	Objectives, Actions, Projects	L	Priority M	H	Time

The rating scale below is to be used which best summarises the overall performance against the job performance and requirement. Your rating should consider: how well work assignments were achieved, how the employee went about them, take into consideration the individual grades from each performance factors.

<b>Exceeded Expectations</b>	consistently exceeded performance And objectives	<input type="checkbox"/>
<b>Achieved Expectations</b>	consistently met the majority of Objectives or requirements. In some areas, accomplishments	<input checked="" type="checkbox"/>
<b>Below Expectations</b>	Frequently did not meet several of the objectives or performed with improvements in designated areas of the development plan, this employee should perform at a more satisfactory Achievement level.	<input type="checkbox"/>
<b>Not Acceptable</b>	Consistently fell below on performance and objectives. Counselling And /or disciplinary actions should be considered unless improvement is shown	<input type="checkbox"/>
<b>New Job</b>	Too early to accurately rate	<input type="checkbox"/>

## **Personal Development Plan**

This section enables you and your manager to construct a work improvement plan for the performance factors and the development of oneself.

### **Training Require:**

## Agreed actions plan

**Date of training required by:**

## **Training to be organised by:**

**This appraisal has been reviewed and discussed with the employee:**

Employee..... *John Doe* Date ..... *20/07/03*

Manager ..... Date .....

## **FEMCARE DEVELOPING YOUR FUTURE**

**This section is to be used in conjunction with the attached forms. It enables you to have a clear guideline of what is required to achieve the results of the job in developing oneself and staff along different performance factors**

### **Leadership**

Motivates & empower other to achieve organisation and department goals. Leads by example.  
Inspiring confidence and encouraging excellence in other

### **People orientation**

Respects and interacts with others in a responsive and effective way enabling the department/organisation to run smoothly and reach targets

### **Flexibility**

Successfully adapts to changing demands and condition within the working environment. Reacts positively to change themselves and communicates it positively to their team.

### **Personal Motivation, Drive & Development.**

Shows enthusiasm and career commitment, motivates themselves to work hard towards organisation goals

### **Technical Knowledge**

Understands the skills and business knowledge requirement to be an effective manager and continually strives to develop and maintain these.

### **Quality Orientation**

Awareness of business targets and standards, development of processes and systems to ensure targets and standards are maintained in all areas.

### **Planning & Organisation**

Organise self and business activity to ensure the optimum use of available resource and the achievement of agreed objectives.

### **Written / Oral Communication**

Communicates relevant information to staff and management, all communication should be clear, concise and in a professional way at all levels

### **What you will be assessed on**

#### **Leadership**

Create a positive working environment and atmosphere in the organisation and departments  
Conveys enthusiasm about meeting business objectives and deadlines.

Sets an example of personal performance to others

Identify training and development need of staff and implement

#### **People Orientation**

Coaching, support and any counselling, takes place in an appropriate place at the appropriate time.  
Provides immediate, effective on the job coaching and feedback.

Spend time with staff, getting to know them on both a professional level and personal level.

All discussions with individuals encourage and assist them to take responsibility for their own decisions and actions.

#### **Flexibility**

Make operational changes when necessary

Able to negotiate and assist others with proposed changes.

Is positive about change personal approach following feedback and new ideas

Ability to identify opportunities for change and understand the implications of such changes for the department and organisation.

Flexible approach to staff issues.

#### **Personal Motivation, Drive & Development**

Strives to achieve consistent standards in everything they do.

Develops a plan and discusses it with manager, ensures progress and performance are reviewed.

Sets and drives own Smart objectives against current and future roles.

#### **Technician knowledge**

Shows awareness of their department/ organisation through an understanding of system report.

Shares their knowledge by training staff and supporting management team

#### **Quality Orientation**

Know procedures and ensure their implementation in department and organisation.

Objectively monitors staff and managers on procedures

#### **Planning & Organising**

Evidence of organising self and others proactively to optimise use of available resource.

Succession planning training and development – the required competencies, roles and responsibility of staff are clearly identified. Ensuring the delivery of trained resource

Personal and staff objectives are set and achieved.

**Written / Oral Communication**

Personal impact and confidence i.e. the ability to influence others.

Use of the appropriate tone, volume and pitch of voice during any communication.

The use of materials, visual aids and handouts to enhance the oral communication.

Selections of appropriate method of communication i.e. one to ones. Briefing, telephone, and emails

## **How You Will Be Assessed**

### **Leadership**

Handles difficult issues with customers and staff.  
High Levels of motivation & morale within the department

### **People orientation**

Development of a highly motivated enthusiastic team.  
Produce evidence of an improvement in performance of a poor performer.  
Able to act as coach mentor to team.  
Staff able to discuss any issues with managers  
Feedback from staff, peers and management.

### **Flexibility**

Changes within the business and environment have been communicated and embraced by managers and staff, Feedback has been obtained from the staff regarding the changes.

### **Personal Motivation, Drive & Development**

Takes the initiative in developing their development.  
Has an accurate picture of own strengths and weaknesses  
Personal development records

### **Technical Knowledge**

Support and coaches trainee managers, supervisors and staff.  
Adherence to and understanding of company procedures and systems  
Train staff to achieve department succession plan  
Continue development of own knowledge

### **Quality Orientation**

Understanding & implementation of relevant operational procedures.  
Consistent standard are achieved  
Successful implementation of new or amended systems and procedures

### **Planning & Organisation**

Ability to plan own use of time and establish priorities  
Evidence of regular assessment of staff competence  
Staff knows what their objective are.  
Discussion with line managers regarding the current and future staffing levels  
Roles and responsibilities of staff clearly available for all staff to see.

### **Written & Oral Communication**

Checking to ensure message information is being communicated  
Achievement of desired aim/ outcome from communication

**Department:** Futures      **Job Title:** Futures Manager  
**Employee:** Charles Bright      **Dates Covered:** To July 03

**Further Training and Development Needs Identified:**

**Current Training and Development:**

**Past Training and Development Needs**

Performance Review Personal Preparation Form	
Name <b>CHARLES BRIGHT</b>	Job Title <b>FUTURES MANAGER</b>
Department <b>QA</b>	Date <b>JUNE 2003</b>
<p>Please list what you consider to be the key tasks for which you are responsible;</p> <p>Research and development projects and R&amp;D Staff.</p> <p>Identification of New Product Opportunities.</p> <p>New Product development</p>	

Please write down what you believe are the main things you are trying to achieve (your objectives) in carrying out your key task;

I identify, develop and commercialise Profitable New Products for Femcare. Build and Manage a team to support this function in line with Femcare's Strategic objectives.

What do you think have been your main achievements since the last review? This is my first appraisal, Learning about Femcare and its markets.

My main achievement to date has been to take direct action in developing a disposable applicator, A working Prototype available.  
I have also contributed in business strategy issues.  
Have you met any problems in carrying out your work if so, what sort of problem?

Lack of qualitative resources for back up.

What do you think could be done about them?

Add resources and improve skill base.

**Do you believe that the best use is being made of your skills and abilities, if not, what needs to be done?** My Skills are multifunctional, Currently my New Product Development talents are being utilized

**Where would you like to go from here, i.e. what further experience or additional responsibilities would you like?**

My core interest is Sales & Marketing. It is the driving force that stimulates me.

**What direction you would like your future to take?**

I would like the opportunity of running an organisation for the Femcare group

**What further development or training would you like, to help you to do even better in your job, and / or to enhance your career prospects?**

More exposure to the international Market Please.

ABHI involvement is being sought.

A refresher time Management course would be useful.

**Please write down any further points you would like to discuss during your review?**

How I can advance within the evolving Femcare organization.

**Letter dated 21 September 2006  
from Colin Baker to Charles Bright**

Mr Charles E Bright  
40 Summerville Road  
Alrewas  
Nr Burton-on-Trent  
Staffs  
DE13 7EJ

21 September 2006

**Sent by DHL**

Dear Mr Bright

Canadian Patent Application No. 2,542011,  
US Patent Application No. 10/575,557 and  
South African Patent Application No.2006/02985

APPLICATOR

FEMCARE LIMITED

**Your ref:** Half Closed Clip Indicator

**Our refs:** FEMCI/P30966CA, US and ZA

We have been asked by your former employer Femcare Limited to request that you execute the enclosed assignment documents. These assignment documents formally transfer your rights as inventor in the Half Closed Clip Indicator invention to Femcare Limited. Specially, the enclosed assignment documents relate to US patent application no. 10/575,557, Canada patent application no. 2,542,011 and South African patent application no. 2006/02985.

As you are in no doubt aware under UK law where an invention arises in the case of an employee's duties and an inventor is employed in a capacity where the development of new inventions is likely, all rights in those inventions vest directly in the employer. Accordingly, the execution these documents merely provides confirmation of this for filing with the relevant national patent offices.

The documents that we would like you to execute are as follows:

- Assignment of invention to be filed with the US Patent Office
- Power of Attorney to be filed with the US Patent Office
- Declaration to be filed with the US Patent Office
- Assignment of invention to be filed with the South African Patent Office
- Assignment of invention to be filed with the Canadian Patent Office.

cont/....

Page 2 of 2  
Mr Charles E Bright  
21 September 2006

We would be grateful if you could sign and return these documents to us at your earliest convenience, if at all possible by **21 October 2006**.

If you have any questions or comments regarding this matter, please do not hesitate to contact me. I look forward to receiving the completed documents in due course.

Yours sincerely

Colin Baker  
For and on behalf of Eric Potter Clarkson LLP

jd

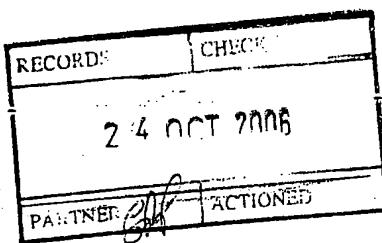
Enc: As above

**Letter dated 20 October 2006  
from Charles Bright to Colin Baker**

Mr C Baker  
Eric Potter Clarkson  
Park View House  
58 The Ropewalk  
Nottingham  
NG1 5DD

40 Somerville Road  
Alrewas  
Nr Burton on Trent  
Staffs  
DE13 7EJ

20<sup>th</sup> October 2006



Dear Mr Baker

Thank you for your letter dated the 21<sup>st</sup> September 2006.

At the current time it is not my intention to sell or assign the patent of my invention to your client, Femcare Ltd.

In particular, I refer you to the subject of an employee's rights to compensation for patented inventions.

Yours sincerely,

Charles Bright.